

# **1. Scope of warranty**

1.1 Listan GmbH (hereafter, "Listan") guarantees its customers that the acquired products – covered by the respective warranty – are free of material- and production-related defects. The warranty does not affect the statutory warranty claims, but rather substantiates additional independent claims against Listan.

1.2 The warranty shall extend only to the Listan products specified on the warranty list. It shall be provided in such a form that the parts which are documented to have defects owing to material- and production-related flaws despite proper handling and adherence to operational instructions may either be exchanged or repaired upon a free of charge basis as we choose. Alternatively, we reserve the right to exchange the defective device or the defective components against a follow-up product or to refund the purchase price. Replaced devices shall become our property. Any software and manuals also provided are not covered by the warranty. Listan shall assume the costs for the return shipment to the Customer.

1.3 The warranty shall apply only to end customers (consumers) who have acquired the product from a retailer or system integrator (initial acquisition). It is not assignable.

1.4 We shall be entitled to make technical modifications (e.g., firmware updates) which extend beyond repair and exchange in order to keep the device up-to-date with the current state of technology. The buyer will incur no additional costs for this service. Although, the customer cannot derive legal claims from this article.

## **2. Warranty period**

The warranty period for the affected Listan products is listed on the following warranty list and is calculated from the date on the purchase receipt (initial acquisition by the consumer from the retailer or system integrator). Warranties shall neither affect an extension of the warranty period nor trigger a new warranty. The warranty period for installed replacement parts shall end upon the end of the warranty period for the end device.

## **3. Processing**

3.1 Warranty claims shall only then be taken into consideration if a copy of the original invoice or the purchase receipt is submitted together with a description of the flaw along with the device to Listan. The purchasing receipt must indicate the date of purchase, model name and complete company data of the retailer or system integrator including the tax number or VAT ID. The information provided must be complete and clearly legible.

3.2 It is imperative that end-user warranty processing is handled directly between the customer and Listan. Warranty claims processed by a dealer will not be accepted by Listan. In cases of warranty claims erroneously processed through a dealer, the customer bears the risks of performance failure by the dealer (such as due to insolvency).

3.3 The customer should forward the device concerned to the following address for warranty processing:

Listan GmbH  
Wilhelm-Bergner-Str. 11C  
21509 Glinde

**Germany**

Hotline: 0800 0 736 736  
Fax: +49 40 736 76 86 69

**Other countries**

Hotline: +49 40 736 76 86 44  
Fax: +49 40 736 76 86 69

3.3 In order to rapidly process warranty claims, the following steps are required:

- The customer shall contact Listan via telephone support at the respectively telephone number provided and keep the documents mentioned in 3.1 ready. The customer receives a request to send the faulty product to Listan during this phone call or later via e-mail.
- The customer shall now send the faulty product (without any accessories) and the documents mentioned in 3.1 to Listan where the warranty claim is promptly reviewed and processed. Unfree transmissions shall be returned to the customer without being processed. The end customer shall bear the costs of the transport to Listan.
- After the inspection has been completed, the product shall either be exchanged or repaired by Listan and sent back to the customer at Listan's expense. If it is determined that the warranty claim is not valid (see Clause 4: Exclusion of the warranty), then the return shipment shall be made of the product that was sent in together with a detailed test report without it nonetheless having been repaired

3.4 In order to rapidly process warranty claims, the following steps are required:

- The customer contacts Listan via [online form](#) or telephone support through the respective phone number provided, having the documents available mentioned in 3.1.
- The customer now sends the faulty product (without any accessories) and the documents mentioned in 3.1 to Listan where the warranty claim is promptly reviewed and processed. Freight collect transmissions will be returned to the customer without being processed. The end customer will bear the costs of the transport to Listan.
- After the inspection has been completed, the product will either be exchanged or repaired by Listan, and sent back to the customer at Listan's expense. If it is determined that the warranty claim is not valid (see clause 4: Exclusion of the warranty), then the product will be sent back including a thorough review documentation but without a repair.

## **4. Exclusion of the warranty**

4.1 Warranty claims are excluded

- If the device was damaged or destroyed through the effects of force majeure or environmental influences (humidity, heat, electric shock, excessive workloads, dust and the like)
- If the device was stored or operated under conditions which do not adhere to the technical specifications described on the product schedule.

- If the damage was caused through improper handling.
- If the device was opened, repaired or modified without approval.
- If the device has mechanical damage of any kind.
- If the serial number sticker is removed or not readable (only for PSU, watercoolers and cases).
- With regards to individual components which are subjected to usage-related or other natural wear-and-tear.

4.2 Partially or completely disassembled or manipulated products may not be presented or sent in as a warranty claim.

## 5. Servicing errors

If the defect has been caused by the installation of third-party products (software installation, viruses, etc.), then we reserve the right to bill the buyer for any expenditures incurred as well as to reject the warranty claims.

## 6. Supplemental provisions

6.1 The aforementioned terms and conditions shall definitively regulate the warranty requirements. In the event that mandatory, statutory provisions (directives) at the point of purchase (initial acquisition by the end user) should provide more extensive rights, then these directives shall be prevailing over these warranty provisions.

6.2 Any more extensive claims as such for the availment of warranties shall not be substantiated through these warranty terms and conditions.

6.3 The following shall apply to the customers in the European Union: Damage compensation claims for simple negligence shall be excluded unless

- essential contractual obligations have been violated
- there has been personal injury
- a mandatory, national Product Liability Act is affected
- a restriction on liability owing to simple negligence is not legally permitted owing to other reasons.

In the event that there has been negligence, the amount of damages shall be restricted to foreseeable damages provided that no essential contractual obligations have been violated.

6.4 The following shall apply to customers outside the European Union: To the extent that it is permitted at the point of purchase (initial purchase by the end customer), liability for direct and indirect damages, including lost profits and consequential damages owing to defects, is excluded.

*Errors and omissions excepted*

© 2021 Listan GmbH, Germany